



# COMMUNITY CENTER - LIQUOR LIABILITY AND YOU

As a renter of the Village of Hortonville's public Community Center, there are some things you should know before you decide to bring or serve alcohol:

- 1. A license must be issued by the Village if the event includes the sale of alcohol and will be open to the public. The holder of an existing liquor license must be designated to sell/serve such alcoholic beverages in the Community Center.
- 2. Fermented malt beverages may be brought into the Community Center for consumption.
- 3. The server of alcoholic beverages may be liable for injuries sustained by intoxicated persons.
- 4. The host of a social gathering may also be liable for injuries caused by intoxicated persons.

To prevent the unnecessary pain and/or injury of an accident, the Village suggests the following:

- 1. Have available and promote the consumption of non-alcoholic beverages.
- 2. If possible, use a licensed bartender (operator) to dispense your drinks. The avoidance of a serious injury due to experienced handling may be worth the cost of a licensed operator.
- 3. Check each person's ID. You must be 21 to drink in Wisconsin.
- 4. Limit the number of drinks per person.

If you suspect someone has had too much to drink:

- 1. Stop serving them!
- 2. Provide an alternative source of transportation.
- 3. If you cannot handle the situation, call the police.

I, \_\_\_\_\_, having read and understand the implications of serving alcoholic beverages on (date) \_\_\_\_\_ at the event for which I have rented the Village of Hortonville Community Center agree to hold the Village of Hortonville harmless in the event that a mishap occurs during my event.

\_\_\_\_\_  
Renter (last name, first name, middle initial)

Date: \_\_\_\_\_

\_\_\_\_\_  
Renter Date of Birth

# COMMUNITY CENTER - TERMS OF RENTAL

Smoking and use of electric vapor products are **NOT** allowed in any part of the building including entrances.  
**NO** throwing or kicking balls anywhere inside the building.

## **Keys**

Keys must be picked up at the Administration Office, 531 N. Nash Street, the week of the event. If you forget to pick up your key at the Administration Office or you have issues outside of office hours, please call the Hortonville Police Dept. @ 779-6165. You are responsible for the key and it must be returned in order to have your damage deposit returned.

## **Reservation of Facilities**

Facilities may be reserved at the Administration Office, phone 779-6011. Only this office accepts rentals. Reservations are confirmed only when the deposit is received and a signed agreement is on file at this office. The Renter of the facility must be someone who is 21 years of age or older. Any exceptions shall be reviewed by the Village Board.

## **Cancellations**

If the reservation is cancelled more than thirty (30) calendar days prior to the scheduled rental date, the Village will refund all amounts paid. If the reservation is cancelled less than thirty (30) days prior to the rental date, the Village will refund fifty percent (50%) of the security deposit and any paid rental fees.

## **Closing Time**

Conclusion of events shall be no later than 11:00 p.m. Clean-up and removal of personal items shall be no later than midnight.

## **Cleaning**

All cleaning is to be done immediately after the conclusion of the event. The Renter shall not tear down tables and chairs. Follow Section XII of the Community Center Use Policy for clean-up instructions. Village personnel will inspect the building the following day for your deposit refund. Exceptions to immediately cleaning the facility may be made if there is no event the next day and the Village agrees prior to the event.

All garbage must be bagged and **placed near the door exiting to the hallway**. Hortonville recycles! Please place recyclables in the appropriate containers.

Affixing anything to the walls, floors, ceiling, or wood trim with staples, nails, or other fasteners is not permitted. See Section XI of the Community Center Use Policy for affixing decorations. The Village of Hortonville will not accept any responsibility for special items or decorations brought to the facility. Any items or decorations you wish to retain must be removed prior to closing the facility at the conclusion of your event.

## **Alcoholic Beverages**

Alcohol may be consumed on the premises by adults of legal drinking age only. If alcohol is to be served, you must read, sign, and follow "Liquor Liability and You."

## **Security**

All groups using the facility are responsible for the contents and security of the building. Opening and closing the building securely will avoid cost of damages to the user from vandalism. Evening groups must lock all doors after everyone arrives for security while in the building.

## **Material Storage**

The facility has LIMITED storage space. Permission from the Village Staff is necessary for any items left at the facility. The Village will not be liable for damage or loss of any items stored at the facility.

## **Equipment**

Tables, chairs and other equipment are not to be removed from the facility for use at another facility. Tables, chairs and other equipment are **only to be moved by Village personnel**.

## **Outside Office Hours**

For any issues outside of business hours, call the Hortonville Police Department at 779-6165. An on-call Village employee will be contacted.

# COMMUNITY CENTER - INSPECTION CHECKLIST

The renter is responsible for all items contained in this Agreement. Clean-up instructions are in Section XII of the Community Center Use Policy. Failure to abide by and carry out responsibilities could lead to withholding part or all of the Damage Deposit.

## PRE/POST-EVENT INSPECTIONS

Pre-event inspection by renter:

Post-event inspection by Village:

General cleanliness of building

\_\_\_\_\_

\_\_\_\_\_

Tables and chairs are as set up prior to the event

\_\_\_\_\_

\_\_\_\_\_

Floor clean - no sticky areas on floor

\_\_\_\_\_

\_\_\_\_\_

Room in neat order

\_\_\_\_\_

\_\_\_\_\_

Restrooms are clean

\_\_\_\_\_

\_\_\_\_\_

All garbage bagged and left by hall door

\_\_\_\_\_

\_\_\_\_\_

Lights turned off throughout the building

\_\_\_\_\_

\_\_\_\_\_

Windows and doors are closed and locked

\_\_\_\_\_

\_\_\_\_\_

Discrepancies:

\_\_\_\_\_

\_\_\_\_\_

## CLEANING DIRECTIONS

CLEANING SUPPLIES ARE LOCATED IN THE KITCHEN

\_\_\_\_\_ Wash table tops

\_\_\_\_\_ Clean under tables without moving them

\_\_\_\_\_ Dry mop floor

\_\_\_\_\_ Place chairs neatly around tables (lift, do not slide chairs)

\_\_\_\_\_ Remove ALL decorations, including painter's tape

\_\_\_\_\_ Wash, dry and put away all dishes used or run dishes in dishwasher

\_\_\_\_\_ Leave clean dishes in dishwasher

\_\_\_\_\_ Remove all food that you brought into the facility

\_\_\_\_\_ WE RECYCLE! Please place recyclables in the proper containers

\_\_\_\_\_ Check and clean restrooms and hallway

# COMMUNITY CENTER - USE AND RENTAL POLICY

## I. Introduction

Thank you for selecting the Hortonville Community Center. The Community Center is operated and managed by the Village of Hortonville under the policies and guidelines established by the Village Board. The Community Center serves as the Village Board meeting room and the Municipal Court and is available for general community use.

The Village Board recognizes the desirability of having the Community Center used as much as possible. This policy promotes the active use of the Community Center while establishing priorities for use of the facilities and outlining scheduling procedures and guidelines. It also sets rules and regulations for use of the facility. Please read this policy and abide by it.

The Village of Hortonville hopes that you and the participants at your event will have an enjoyable and safe time at our facility.

## II. Community Center Information

The Community Center is one large room but has the ability to be two smaller rooms by closing a partition wall. The small rooms are the Board/Court Room and the Activity Room. There is a catering kitchen that serves the Activity Room or the combined rooms. Seating capacities and room sizes are:

	<u>Chair Seating Only</u>	<u>Table &amp; Chair Seating</u>	<u>Square Feet</u>
Community Center (Large Room)	120	120	1,400
Activity Room	50	36	560
Board/Court Room	70	54	680

The catering kitchen has a refrigerator with freezer unit, dishwasher, microwave, place setting and silverware for 96, sink, accessories for serving food, and cleaning supplies. There are: off-street parking for 52 vehicles; men's, women's, and family restrooms; and, the Board/Court Room has a projector, screen, and sound system.

There are thirteen (13) 30"X84" rectangular tables and 120 chairs total. Six (6) tables fit comfortably in the Activity Room. Nine (9) tables fit comfortably in the Board/Court Room.

In the Board/Court Room there are built-in desks and chairs for the Village Board and Municipal Court use only. NO food, drinks, or activities are permitted in this area. Use of these desks or chairs will result in automatic loss of the damage deposit.

## III. Priorities for Use of the Community Center:

### Combined Large Room (has catering kitchen)

Priority 1: Public Emergency Activities

Priority 2: Elections

Priority 3: Village Board meetings and Municipal Court

Priority 4: Senior Citizen Group

Priority 5: Paying Renters

Priority 6: Civic and Non-Profit Groups and Organizations

Priority 7: Village Department Meetings and Professional Events

Priority 8: Businesses

Priority 9: Other Governments or Governmental Agencies

Activity Room (has catering kitchen)

- Priority 1: Public Emergency Activities
- Priority 2: Elections
- Priority 3: Library Programs
- Priority 4: Senior Citizen Group
- Priority 5: Civic and Non-Profit Groups and Organizations
- Priority 6: Village Department Meetings and Professional Events
- Priority 7: Businesses
- Priority 8: Other Governments or Governmental Agencies

Board/Court Room (no catering kitchen)

- Priority 1: Public Emergency Activities
- Priority 2: Elections
- Priority 3: Village Board Meetings and Municipal Court
- Priority 4: Library Programs
- Priority 5: Senior Citizen Group
- Priority 6: Civic and Non-Profit Groups and Organizations
- Priority 7: Village Department Meetings and Professional Events
- Priority 8: Businesses
- Priority 9: Other Governments or Governmental Agencies

IV. Rental Charge and Damage Deposit

A list of rental charges is included in the attached Fee Schedule. In addition to the rental fee(s), a damage deposit by cash or check is required. The rental fee(s) plus the damage deposit will be the total lease amount. See the Community Center Rental Rates attachment. The damage deposit will be refunded within thirty (30) days after the scheduled event upon inspection of the premises, if the premises are found to be in as good and clean condition as existed just prior to the event. The inspection will be conducted before any other event is held in the rented area. The Village reserves the right to retain part or all of the damage deposit to pay for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the damage deposit, but shall extend to any damage or cleaning costs incurred as a result of the acts of any participants in the event sponsored by the renter of the premises.

V. Reservation Procedures

Tentative reservations will be held up to one (1) week, at which time a signed lease and damage deposit are due. The rental fee is due prior to the event. Reservations made less than one (1) month prior to the event shall be accompanied by the rental amount and damage deposit. The renter shall not sublet the facility, nor may the applicant be transferred or assigned.

For large events, the day before the event may be used by the renter for set-up at no cost if there is not another event scheduled. If the Village receives an application to rent the facility on the set-up date, the renter must pay the rental rate for the set-up day to have the facility available for set-up. Failure to pay for the set-up date within one (1) week of notification by the Village will open the date for rental to another event.

VI. Cancellation of Rental and Refund

If the reservation is cancelled more than thirty (30) calendar days prior to the scheduled rental date, the Village will refund all amounts paid. If the reservation is cancelled less than thirty (30) days prior to the rental date, the Village will refund fifty percent (50%) of the security deposit and any paid rental fees.

Under certain circumstances, the Village of Hortonville may be forced to cancel a lease agreement prior to an event. The Village will attempt to notify the renter as soon as possible if such cancellation is needed. All fees shall be refunded to the renter if the Village cancels a reservation. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, a disaster requiring use of the Community Center as an emergency command, unsafe health or environmental conditions, or interrupted utility service. The renter agrees that, in such an event, the Village of Hortonville shall not be responsible for anything the renter may suffer or incur due to the cancellation.

VII. Hours of Use

The Community Center facilities are available for rent any day of the week, Monday through Sunday. The Center will open no earlier than 6:00 a.m. and will close no later than 11:00 p.m. The renter may remove personal items and equipment and clean-up after 11:00 p.m., but no later than midnight. All participants must be out of the facility by 11:00 p.m. and all equipment and cleaners out of the facility by midnight. It will be at the discretion of the Public Works Director and the availability of Village cleaning staff if the Community Center will be available on holidays. If a rental is approved on a holiday, normal rental rates will be charged.

VIII. Violation of Policy

The Village reserves the right to end any event if policies are violated. A violation of these policies may result in a withholding from the damage deposit and may also result in the denial of future use of the Community Center.

IX. Alcohol, Beverages, Food

The renter and/or the renter's participants are not allowed to bring liquor into the facility. The Village may designate the holder of a liquor license to serve such alcoholic beverages at the Community Center. Fermented malt beverages may be brought into the Community Center for consumption. Alcohol consumption shall occur only within the confines of the meeting room; there shall be no alcohol consumed outside of the building. Consumption of alcohol shall cease at the conclusion of the event or at 11:00 p.m., whichever comes first. Glass bottles of any beverage for consumption are not permitted at the Center.

The renter shall make all arrangements with a food provider of renter's choice. The relationship is strictly between the renter and the food provider, not the Village of Hortonville. The catering kitchen is available for use to all renters of the Combined Large Room and of the Activity Room. The catering kitchen is not available for use to renters of only the Board/Court Room.

X. Set-Up

Renters are requested to provide a floor plan to the Village a minimum of two (2) days prior to the rental date for the set-up of the tables and chairs. Renters are not allowed to pull out or put away the partition wall; this shall only be done by Village staff. The Village will not set up dishes or decorations.

## XI. Decorating and Signs

The Village Public Works Director may refuse certain decorations. Renters are encouraged to discuss all decorating plans with the director before decorating. The renter agrees to the following guidelines when decorating or posting signs:

1. The use of tape (except blue painter's tape), double sided adhesive, plastic hooks, pins, tacks, 3M hooks, tacky glue, or any other decorating or signage item or device on any painted or varnished surface is not allowed. This includes walls, wood trim around doors and windows, metal trim around doors, and bathroom stalls.
2. The use of tape, pins, tacks, clips, magnets, or any other decorating or signage item or device on ceiling tiles, ceiling suspension grids, lights, vents, or any other ceiling fixture is not allowed.
3. Blue painter's tape, clear Scotch tape, or electrical tape (no duct/other masking/packaging tape) may be used on the window pane (not the window frame), the vinyl baseboard, and the floor. It may also be used on the exterior wood of the building.
4. The Village does not allow any type of sand/pebble/rock, glitter, rice, birdseed, or confetti to be brought into the facility unless part of a scheduled craft activity or project.
5. Candles are permitted, but must be in a container/holder of sufficient size to prevent wax drip onto the tables or floor.
6. Water fountains are permitted with the understanding that the renter guarantees no leaks, that the liability of the renter shall not be limited to the amount of the damage deposit, and that the liability of the renter shall extend to any damage or cleaning costs associated with a leak.
7. All decorations and signs shall be removed from the facility by the conclusion of the event, unless other arrangements are made with the Public Works Director prior to the event.
8. A violation of this section may result in a withholding from the renter's damage deposit.

## XII. Clean-Up

The Village's cleaning staff will inspect the facility following an event and clean the areas under tables that the renter cannot adequately reach. The renter is not allowed to tear down tables or chairs; this will be done by the Village and is included in the rental fee. This fee cannot be waived. The renter is responsible for the following cleaning at the conclusion of an event. Failure to follow these cleaning guidelines may result in a withholding from the damage deposit.

### Rooms.

1. Clean up all liquid or sticky spills as they occur.
2. Remove all decorations and personal items from the facility.
3. Place all garbage into the garbage bags.
4. Place the garbage bags near the door exiting to the hallway.
5. Pour all liquids down the sink drain. Do not place liquids in the garbage bags.
6. Dry mop the floor with the mop provided. Do not use a broom. Do not use a wet mop.



## Kitchen.

1. Either hand wash all dinnerware and silverware or place the items in the dishwasher and then run the dishwasher. Detergent for the dishwasher is provided.
2. Completely drain the water from the dishwasher after use and turn off the unit.
3. Do not put plastic silverware or straws in the dishwasher. Do not put solid food items, bones, or non-food items down the drain.
4. Empty the coffee maker and clean it by running a full cycle through without coffee grounds. Then completely drain the coffee maker.
5. Refill the ice cube trays.
6. Put all items back in their respective areas.
7. Do not remove dish towels and cloths from the kitchen area; hang over the sink to dry.
8. Do not use dish towels for cleaning purposes. This includes spills.
9. Do not remove any item that belongs to the Village.
10. Please, bring your own containers to take leftovers & cake tops home.

### XIII. Security at an Event

The Village's Public Works Director or Police Chief may decide security is needed for an event, such as when alcohol is served or a controversial guest will be in attendance. The Hortonville Police Department will provide the security at a charge. The renter is responsible for paying for this charge at the same time as the facility rental is paid.

### XIV. Liability

The Village is not responsible for the conduct of persons participating in events at the Community Center. It is the renter's responsibility to ensure that the participants use the facility in a safe and reasonable manner and obey all laws. The Village is also not responsible for the conduct of persons or businesses hired by the renter to work at the event, including, but not limited to, servers (food or alcohol), caterers, decorators, or entertainers. The renter takes complete responsibility for the conduct of group or others present during the rental period. The renter agrees to compensate the Village of Hortonville for all damages to the facility, equipment, or other property owned by the Village incurred during the rental period. Further, the Village is not liable for personal injury, including death, caused by a participant at the scheduled event.

Disputes or claims of liability involving participants or the providers of services are strictly between the renter and an event participant or between the renter and the service provider. Renter agrees that neither renter nor participants at the event will file a claim against the Village or involve the Village in any legal action regarding such matters.